

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373013

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SERVO-TEK PRODUCTS COMPANY, INC.		10/14/2010	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	SERVO-TEK PRODUCTS, INC.		
Street Address:	8019 Ohio River Blvd.		
City:	Newell		
State/Country:	WEST VIRGINIA		
Postal Code:	26050		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1353718	TACHSYN	
Registration Number:	1442928	RESOLVEX	
Registration Number:	1612668	SERVO-TEK	
CORRESPONDENCE DATA			
Fax Number:	2163639001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	216-363-9000		
Email:	jzanghi@faysharpe.com		
Correspondent Name:	John S. Zanghi		
Address Line 1:	1228 Euclid Avenue		
Address Line 2:	The Halle Bldg., 5th Floor		
Address Line 4:	Cleveland, OHIO 44115		
ATTORNEY DOCKET NUMBER:	SVEE 507408US01		
NAME OF SUBMITTER:	John S. Zanghi		
SIGNATURE:	/John S. Zanghi/		
DATE SIGNED:	02/12/2016		
Total Attachments: 6			
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BILL OF SALE
GOODS AND CHATTELS

SERVO-TEK PRODUCTS COMPANY, INC.,
a New Jersey Corporation

To

SERVO-TEK PRODUCTS, INC.,
an Ohio Corporation

Dated: October 14, 2010

B I L L O F S A L E

KNOW ALL MEN BY THESE PRESENTS:

That **SERVO-TEK PRODUCTS COMPANY, INC.**, a New Jersey Corporation (herein referred to as "SELLER"), for and in consideration of the sum of _____ paid to it, and the value of the Inventory and the Accounts Receivable (as hereinafter defined), less the value of the Assumed Liabilities (as hereinafter defined), and other good and valuable consideration, at or before the ensealing and delivery of these presents, by **SERVO-TEK PRODUCTS, INC.** ("an affiliate of Bellofram Corporation, Inc."), an Ohio Corporation (herein referred to as "BUYER"), assigns, transfers, and conveys unto BUYER the following:

All of SELLER's right, title, and interest in and to those certain assets, properties, rights, and interests owned by SELLER as of the date hereof, which comprise the Business, as that term is defined in that certain Asset Purchase Agreement by and between SELLER and BUYER (the "Agreement"), dated October 14, 2010, including, without limitation, all of the following, as more particularly described in Section #1 of the Agreement, but excluding those Excluded Assets (as that term is defined in the Agreement) (the "Purchased Assets"):

(i) Accounts Receivable (Section 1.1(a)); (ii) Inventory (Sections 1.1(b) and 1.2); (iii) Machin-

ery and Equipment (Section 1.1(c); (iv) Intangible Assets (Section 1.1(d)); (v) Discoveries (Section 1.1(e)); (vi) Creative Materials (Section 1.1(f)); (vii) Prepaid Expenses (Section 1.1(g)); (viii) Books and Records (Section 1.1(h)); (ix) Permits and Records (Section 1.1(i); (x) Assumed Liabilities (Sections 1.5 and 2.4), but excluded are those certain Excluded Liabilities (as that term is defined in Sections 1.6 and 2.5 of the Agreement).

TO HAVE AND TO HOLD, the same unto BUYER forever.

The warranties and representations contained in the Agreement shall not merge in, but shall survive this Bill of Sale and closing of title hereunder, and become a part hereof, as of the date hereof, as specifically stated and provided in the Agreement, but as otherwise limited in duration as set forth in the Agreement.

SELLER covenants and agrees, to and with BUYER, to warrant and defend the sale of the Business hereby sold unto BUYER against all and every person or persons, except as otherwise herein stated.

All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their legal representatives, successors and assigns, respectively, except as otherwise herein stated.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or

ASSET PURCHASE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of October, 2010 by and among Servo-Tek, Products Company, Inc., a New Jersey corporation ("Seller"), and Servo-Tek Products, Inc. ("Buyer") an affiliate of Bellofram Corporation, Inc. or its assigns, an Ohio corporation ("Buyer").

WITNESSETH:

WHEREAS, Seller is engaged in the business of the manufacture and marketing of certain tachometers, encoders and resolvers, including products for industrial and transportation use, (the "Business"); and

WHEREAS, Buyer desires to purchase or acquire from Seller, and Seller desires to sell, transfer or assign to Buyer, substantially all of the assets of the Business.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound, agree as follows:

SECTION 1

TRANSFER OF ASSETS

1.1. Transfer of Assets. On the terms and subject to the conditions set forth herein, Seller shall, at the Closing (as defined in Section 9.1 hereof) sell, transfer and assign to Buyer, and Buyer shall purchase and acquire from Seller, all of Seller's right, title and interest as of the Closing Date (as defined in Section 9.1 hereof) in and to all of the assets, properties, rights and interests of every kind and nature owned by Seller as of the Closing Date which comprise the Business, including without limitation, all of the following assets (but excluding all Excluded Assets as defined in Section 1.4):

- (a.) Accounts Receivable. All of Seller's interest in all trade accounts receivable, net of any bad debt reserves, as of 12:01 a.m. on the Closing Date provided

that all such receivables were acquired in the normal course of business, and are good and collectable.

- (b) Inventory. All of Seller's interest in all inventory wherever located as of 12:01 a.m. on the Closing Date of finished products, work in progress, purchased parts, raw materials, and all packaging materials and labels (the "Inventory").
- (c) Machinery and Equipment. All items of machinery, equipment, test instruments, tools, dies, molds, furniture, baskets, bins, metal and wood pallets, fixtures, tables, warehouse racking and all other items of tangible personal property currently used in the Business and listed on Exhibit 1.1(c) (collectively, the "Equipment").
- (d) Intangible Assets. All intangible assets and intellectual property used in the Business (including only those registered and unregistered trademarks, service marks and trade names, trade dress and other names, marks and slogans as are set forth on Exhibit 1.1(d)), and all associated goodwill; all statutory, common law and registered copyright; all patents, if any, inventions, shop rights, know-how, trade secrets and confidential information; and all registration applications for any of the foregoing; together with all rights to use all of the foregoing forever and all other rights in, to and under the foregoing in all countries.
- (e) Discoveries. All discoveries, improvements, processes, formulae (secret or otherwise), data, confidential information, engineering, technical and shop drawings, specifications and ideas used in the Business, whether patentable or not, all licenses and other similar agreements, and all drawings, records, books and other indicia, however evidenced, of the foregoing.